

Rock Port Telephone Company

TERMS AND CONDITIONS

**FOR
TELEPHONE, BROADBAND AND CABLE TELEVISION
SERVICES**

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These terms and conditions govern services provided by Rock Port Telephone Company, hereinafter referred to as the Company. They include one or more types of services as specified below by the Company^(*)

Telephone Services, including local service, toll service and special access or private line as described in Part 2

Broadband Internet Access Services as described in Part 3

Cable Television Services including Basic and other packages as described in Part 4

* The Company has specified the applicable parts for services it provides.

OVERVIEW OF SERVICE PUBLICATIONS

These Terms and Conditions and (where applicable) the following additional documents (collectively, "Service Publications") shall apply to all products and services the Company provides to customers:

Pricing Schedules A "pricing schedule" means a service price sheet or similar pricing schedule (including related attachments) or other document that is included in Part 5 of these Terms and Conditions or that is later executed by the parties and references these Terms and Conditions. A Pricing Schedule includes the services, the pricing (including discounts and commitments, if applicable), the pricing term (if applicable) and may contain or incorporate by reference other service specific terms and conditions.

Policies A "policy" means a Company policy that applies in accordance with its terms to any service or service capability within its scope, as may be modified by the Company from time-to-time, including the following:

The Company's Privacy Policy which is included or referenced in Part 1 of these Terms and Conditions and which can be found at www.rptel.net.

The Company's Acceptable Use Policy, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at www.rptel.net.

The Company's Network Management Policy, which is included or referenced in Part 3 of these Terms and Conditions and which can be found at www.rptel.net.

Service Contracts Service Contract means service orders, service contracts, service level agreements, service-specific terms and conditions and similar documents signed by or provided to the customer containing specific descriptions, pricing and other terms and conditions for products, services or service components that are not covered by these Terms and Conditions or that are in addition to or different from these Terms and Conditions.

PRIORITY OF SERVICE PUBLICATIONS

The order of priority of the Company's Service Publications is: the tariff on file with the appropriate regulatory agency such as the Missouri Public Service Commission, the applicable Pricing Schedule; any applicable Service Contract, the Company's Policies, Bylaws and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent rules. If a conflict exists among provisions of the Company's Service Publications, such conflicts will be resolved in accordance with the preceding order of priority; provided that specific terms will control over general provisions and negotiated or added terms, conditions or pricing will control over standardized, published or non-negotiated terms, conditions and pricing.

CHANGES TO SERVICE PUBLICATIONS

Unless otherwise provided in your Service Publications, the Company may revise its Service Publications at any time. From time to time, we may change this Agreement, including the terms and conditions of the Guidebooks and Tariffs which are part of this Agreement. If any such change results in more restrictive terms or conditions, we will provide you at least thirty (30) days' notice, by insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method permitted by law.

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RULES AND REGULATIONS

A. APPLICATION

1. General

- a. The Rules and Regulations specified herein apply to the services and facilities furnished by Rock Port Telephone Company and affiliates, hereinafter referred to as the Company. If the customer fails to observe these Rules and Regulations, the Company has the option to discontinue service after due notice of such failure.
- b. In the event of a conflict between these General Rules and Regulations and any conditions contained in the Telephone, Broadband or Cable Television sections, the rates and conditions contained in the specific section shall prevail.

B. OBLIGATION AND LIABILITY OF COMPANY

1. Availability of Facilities

- a. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in Part 1 H, Construction Charges.

2. Allowance for Failure of Service

- a. The Company does not guarantee uninterrupted working of its services. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment may be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.

3. Adjustment of Charges

- a. In the event of an adjustment of charges for overbilling or under billing by the Company, a correction (refund or charge) may be made for the full amount of difference for a period not to exceed six months. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

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4. Transmitting Messages - Security

- a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in these Terms and Conditions. Access to and use of any information or data obtained by customer or any user via use of service is at the customer or user's own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company makes no representations, warranties or assurances regarding the security of any system or network or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with a customer's or user's use of service or the Company's network.

5. Use of Connecting Company Lines

- a. Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.

6. Defacement of Property

- a. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.

C. USE OF SERVICE AND FACILITIES

1. Use of Customer Service

- a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be treated as the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Customers will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the customer's facilities.
- b. Services must be used in compliance with applicable Service Publications, including all applicable Company policies. Without limiting the preceding, customers shall not use services for fraudulent, abusive, unlawful or destructive purposes or in any manner that causes interference with the Company's or another service subscriber's use of the Company-provided network.
- c. Services may not be resold.

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2. Connection of Customer Premise Equipment and Wiring

- a. Except when leased from, licensed from or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner. The demarcation point is either outside or inside the premise and is typically the location where the Company's network is terminated and grounded.
- b. Customers may provide and install their own customer premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to the Company's network.
- c. Customers are not permitted to physically cut, improperly terminate, substantially alter or otherwise destroy the Company's owned premise equipment and wiring before the demarcation point.
- d. Customer Premise Equipment and Wiring may be connected throughout the premise using coaxial, copper and fiber wiring or wireless technology.
- e. To protect the premise equipment and wiring from electronic or physical harm, signal leakage and other types of degradation, the Company may require that any premise equipment and wiring (including connectors, splitters, and other equipment used) meets reasonable technical specifications, not to exceed the technical specifications of such equipment installed by the Company. However, if the customer's connection to, redirection of or rerouting of the premise equipment and wiring causes electronic or physical harm to the Company's network, the Company may impose additional technical specifications to eliminate such harm.
- f. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for: the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; the reception of signals by the customer premise equipment.
- g. The Company shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete, or requires modification of such equipment and wiring.
- h. Customer premise equipment and wiring may be used with the facilities furnished by the Company for telephone, broadband, or cable television service, provided that such equipment will be connected, maintained and operated in a manner compatible with the Company's network.
- i. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring.

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- j. To protect the Company's network and services furnished to the public, the customer premise equipment and wiring must comply with all applicable network protection criteria including those requirements in the National Electrical Code (NEC) and FCC regulations.
- k. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network.
- l. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in suspension of service.
- m. The customer may be charged as specified in Part 5 trip charge as well as any applicable labor charges for visits to their premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- n. The Company shall not be responsible for any loss, damage, failure or impairment of service in connection with customer premise equipment and wiring. The Company's liability is limited to that provided in these General Terms and Conditions and its tariff on file with the Missouri Public Service Commission.
- o. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such customer premise equipment and wiring with the facilities of the Company.
- p. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using services. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancellation or disconnection. If a customer is unable to travel to the Company's business office or other designated location to return the equipment, the customer may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse the customer's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which customer will be informed of when pick-up service is requested and will be payable at time of pick-up. If a customer fails to return equipment at the time of cancellation or disconnection of service, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.

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- q. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse or neglect. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in Part 5 of these Terms and Conditions.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

- a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require a deposit in order to establish service. If a deposit is required by the Company, applicable non-recurring charges and service charges (if any) may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.
- b. Minimum contract periods and termination of service are covered elsewhere in Part 2 of these Terms and Conditions.

2. Alterations

- a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.

3. Payment for Service

- a. The customer is required to pay all rates and charges for services and facilities.

4. Maintenance and Repairs

- a. All expense of maintenance and repair of services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect or remove or permit others to rearrange, disconnect or remove any Company owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.

5. Unusual Installation Costs

- a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs.

E. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

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- a. The Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or different address until previous indebtedness to the Company has been resolved. Applicants for service who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit in one or more of the following ways:
 - i. by furnishing credit references acceptable to the Company.
 - ii. by means of a cash deposit.
 - iii. by guarantee of payment (by a current customer in good credit standing)
2. Amount of Deposits
 - a. The amount of deposit required shall not be more than the maximum charge or three months service or as may be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase. Qualified low income applicants may apply for Lifeline Assistance.
 - b. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with the law.
 - c. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.
 3. Deposits and Collection Practices
 - a. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.
 4. Deposit Refunds
 - a. The deposit shall be refunded or credited to the customer after 12 consecutive months of prompt payments during the Company's annual deposit review, unless the Company has documented information which indicates the deposit is necessary to insure payment.

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F. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. Business rates apply at the following locations:
 - a. In offices, stores, factories, mines, and all other places of a strictly business nature.
 - b. In boarding houses, except as noted under F.2. below, offices of hotels, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries, churches and other similar institutions.
 - c. At residence locations when the customer has no regular business service and the use of the service either by himself, members of his household, or his guests, or communications can be considered as more of a business than of a residence nature. This may be indicated by advertising either by business cards, newspapers, handbooks, billboards, circulars, social media, or other advertising media, such as on vehicles, etc.
 - d. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below under F.2.
2. Residence rates apply at the following locations:
 - a. In a private residence where no business is conducted.
 - b. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.
 - c. In college fraternity or sorority houses where individual service is provided.

G. INSTALLATION AND SERVICE CHARGES

1. General
 - a. Service charges for Telephone, Broadband and Cable Television services apply to connect, move or change each individual service and facilities according to the components of work required.
 - b. The company may allow service charges for bundled services that are lower than the sum of the individual service charges for each respective service.
2. Types of Charges
 - a. Service Order Charge
 - i. Per customer request for work ordered and requested to be completed at the same time
 - ii. For residence service
 - iii. For business service

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- b. Central Office Access Line Charge – (Telephone Service Only)
 - i. Per Central Office Access Line or telephone number worked on including, but not limited to the following:
 - 1. Residential Lines, each
 - 2. Business Lines, each
 - 3. Off-premises mileage and tie lines involving central office work, each
 - c. Trip Charge
 - i. One charge for all work ordered and completed at the same time on the same visit.
 - d. Labor Charge
 - i. Per employee per hour for all required work to be completed.
3. Conditions
- a. Service Order Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions.
 - b. Service Order Charges apply in addition to, but not in lieu of, mileage rates or those charges covered under Construction Charges on Page 1-17.
 - c. Service Order Charges do apply for:
 - i. Establishing service at the customer's request
 - ii. Move of service from one premise to another at the customer's request
 - iii. Account name change at the customer's request
 - iv. Change of service type, features etc. at the customer's request
 - v. Rearrangement or relocation of facilities at the customer's request
 - vi. Reconnecting a service after disconnection for non-payment
 - d. Service Order Charges do not apply:
 - i. When any change is made and initiated by the Company
 - ii. When services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc.

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H. TROUBLE CALL – CUSTOMER PREMISE EQUIPMENT AND INSIDE WIRING REPAIR CHARGES

1. General

1. A trouble call will be performed when a customer requests the Company to perform a check of its facilities up to the demarcation point.
 - a. Unless the condition on the customer's premises is determined by the Company to be hazardous
2. Where feasible, Customers will also be encouraged to unplug customer premise equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.
3. A Wire Maintenance Plan is available to customers. A set monthly fee may cover maintenance of approved customer premise equipment or wiring.

2. Conditions

- a. No charges will be assessed when a trouble call is performed and:
 - i. The Company determines the trouble exists on the Company's side of the demarcation point.
- b. Charges will be assessed when a trouble call is performed and:
 - i. The customer requests the Company identify or repair any trouble on the customer's side of the demarcation point.
 - ii. The Company determines the trouble exists with the Customer's non covered customer premise equipment

I. CONSTRUCTION CHARGES

1. General Conditions

- a. The company may assess construction charges for the installation of facilities beyond the existing company facilities.
- b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner or land developer.
- c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way and contractor costs.

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- d. Full payment of the construction charges may be required prior to the commencement of the work.
 - e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
2. Types of network additions governed by construction charges may include
- a. Line Extensions
 - b. Temporary or Speculative additions
 - c. Special Type or Request
 - d. Real Estate Developments and Subdivisions
 - e. Multi-Dwelling Units or Apartment Complexes

J. MINIMUM CONTRACT PERIODS

1. Minimum Contract Period
- a. The minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month, except as specified elsewhere in these Terms and Conditions. For purposes of rate administration each month is considered to have 30 days.
 - b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands, and involving extra costs (see Construction).
 - c. Temporary Suspension of Service is available for vacation purposes at a reduced rate upon customer request. This service is allowed when a customer is away from their premises for an extended time in the event of vacation, emergency, relocation, military service, or other purposes deemed reasonable by management.
 - d. No other service charges will apply for the suspension and subsequent restoration of service. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company. The minimum period for which this service may be provided is one month; the maximum is six months during any 12 month period

K. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice
- a. The Company may disconnect or refuse service without notice:
 - i. in the event of a condition on the customer's premises determined by the Company to be hazardous

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- ii. in the event of customer's use in such a manner as to adversely affect the Company's facilities or the Company's service to others, such as:
 - 1. connection of customer premise equipment which causes or is likely to cause interference or hazard to the network
 - 2. Impersonation of another with fraudulent intent
 - iii. in the event of tampering with facilities furnished and owned by the Company
 - iv. in the event of unauthorized use
 - v. in the event of a violation of Company policy
2. By the Company After Prior Written Notice
- a. In addition to the reasons set forth in subparagraph 1a. above, the Company may disconnect or refuse service after providing at least five days for any of the following reasons:
 - i. use of service in an unlawful or abusive manner, including to illegally threaten or harass other persons or in violation of any federal, state, or local law applicable to use of service
 - ii. for failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon them as conditions of obtaining service by a contract.
 - iii. for failure of the customer to permit the Company reasonable access to its facilities.
 - iv. any other violation of the Service Publications, the requirements of municipal ordinances or laws pertaining for the service
 - b. Despite the prior written notice provisions as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.
 - c. Only one written notice will be provided to the customer if multiple violations occur.

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- d. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid or by means of electronic delivery. If delivery is by other than U.S. mail or electronic delivery, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The final date shall be not less than five days after the notice is rendered. The notice will include a toll-free phone number where a customer can obtain additional information.
 - e. Where written notice is required, the Company will not disconnect service on a weekend or holiday
3. Disputes
- In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall be made using the procedures listed as follows:
- a. Within 5 days of the bill date of a disputed bill, the Company must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
 - b. The Company shall review the customer's statement of disputed charges, and shall issue a written initial determination within 5 days after receipt to set forth the Company's proposed resolution of the dispute charges.
 - c. If the customer is not satisfied with the Company's proposed resolution, the customer must advise the Company in writing within 5 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.
 - d. Within 5 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.

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- e. If the customer continues to withhold payment of any disputed amounts determined to be owed to the Company, the customer's account shall be deemed past due, and subject to termination.
- f. In the event that the Company and a Customer are unable to resolve a dispute, either party may refer the matter to

The Circuit Court of Atchison County, Missouri.

4. At Customer's Request

- a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished plus any termination charges which are applicable.
 - b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service order charge specified, is applied if all or a portion of the facilities have been installed.
 - c. No minimum or termination charge will apply (with the exception of Telephone Service or unless otherwise stated specifically in these Terms and Conditions) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.
4. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

L. PAYMENT FOR SERVICE AND FACILITIES

1. General

- a. All customers shall pay for services and facilities monthly in advance.
- b. Billing to customers shall be scheduled monthly.
- c. All bills for services are due upon receipt after the bill is rendered.
- d. Failure to receive a bill does not relieve the customer of the responsibility for payment.

2. Disconnection of Service by the Company

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- a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue services.
3. Charge for Reconnection
 - a. Where service has been discontinued for non-payment of a due bill applicable charges as listed in Part 5 shall apply.
 - b. Where service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit or provide a deposit as defined in Establishment and Maintenance of Credit.
 - c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, interest, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in these Terms and Conditions.
 4. Late Payment Charge
 - a. All bills for which full payment has not been received before the last date for timely payment shall be subject to a late payment charge.
 - b. Late payment charges shall be as listed in Part 5.
 5. Returned Check Charge
 - a. An administrative charge will be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Company.
 - b. Returned Check charges shall be as listed in Part 5.

M. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General
 - a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge may be billed to the customer receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.
 - b. Charges authorized by the FCC.
 - c. Charges mandated by the State of Missouri will also be assessed on the customer's monthly bill.

N. TELEPHONE NETWORK CONNECTIONS

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1. General

- a. Customers are connected to the Company's network at a point of demarcation as specified in these Terms and Conditions.
- b. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
- c. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 and/or Part 76 of the FCC rules.
- d. Direct electrical connections at the protector or by-passing the standard network interface shall constitute a violation of this Company's terms and conditions and the service may be disconnected in accordance with its filed rules and regulations.
- e. Customers shall not be allowed to construct inside station wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than that by which they would normally be served. Existing inside wiring obtaining service within another exchange boundary shall be disconnected by the customer within ten days after receipt of written notification from the Company.

O. CUSTOMER COMPLAINTS

1. General

- a. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.
- b. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.
- c. If the complaint is related to telephone service, upon investigation and final resolution by the Company, if the customer wishes further review, the customer should direct all appropriate information to the [Missouri](#) Public Service Commission 200 Madison St., P.O. Box 360, Jefferson City, MO 65102-0360 or call toll free at 800-392-4211.

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A. LOCAL TELEPHONE SERVICE

- 1. Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer.
- 2. Basic Telephone Service types are shown in paragraph B. below. The rates and charges for these services contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.
- 3. Services
 - a. Individual Access Lines
 - i. R-1 Individual Line Residence
 - ii. B-1 Individual Line Business

b. Service Availability Matrix

EXCHANGE NAME		R-1		B-1
Rock Port		\$16.50		\$20.00
Watson		\$16.50		\$20.00
South Hamburg		\$16.50		\$20.00

- c. Service Descriptions
 - i. Individual Line services may be purchased singly or in multiples

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B. OPTIONAL CALLING SERVICES

1. Optional Telephone Service types are shown below. The rates and charges for these services contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.
2. Hunting Service
 - a. Hunting Service is an optional arrangement available to customers with two or more business or residence line services at the same location. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement.
 - i. Hunting starts with the called line and tests for busy on each line in a prearranged group until either an idle line is found or the end of the group is reached.
 - ii. Circular Hunting starts with the called line and tests for busy on each line in a prearranged group of lines. When the end of the group is reached, circular hunting continues to the first line of the hunt group and hunts until the line just preceding the dialed number is hunted.
 - b. Conditions
 - i. The rates for hunting services are in addition to the rates for basic business and residential, exchange access lines.
 - ii. Hunting is not offered between grades or classes of service, e.g., business to residence, business to key system or PBX.
3. Direct Inward Dialing Service (DID)
 - a. Direct-Inward-Dialing (DID) is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific station without attendant assistance.
 - b. Conditions
 - i. The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment available for this purpose. The Company does not guarantee that line numbers will be made available in all cases

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4. Rates

- a. Rates for Hunting and DID services are in addition to the rates for Trunk or High Capacity Services and are as listed in Part 5.

5. Custom Calling Services

- a. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more custom calling features. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.

- b. Custom Calling Service Descriptions

- i. Call Forwarding-Basic: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred
- ii. Call Forwarding-Busy Line: Allows a customer to have incoming calls forwarded to another predetermined number if the called number is busy.
- iii. Call Forwarding-Busy Line (Programmable): Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number which calls will be forwarded.
- iv. Call Forwarding-Don't Answer: Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings.
- v. Call Forwarding-Don't Answer (Programmable): Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.
- vi. Call Forwarding-Remote Activation: Allows a customer to activate or deactivate all types of Call Forwarding services, or to change the forward-to destination from a remote location.
- vii. Selective Call Rejection: Enables a customer to reject call attempts from up to numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject

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future calls from the most recent call received by dialing a code after completing the call.

- viii. Call Waiting: By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.
- ix. Call Identification Blocking-Per Call: Enables a customer to control the disclosure of their telephone number or name and telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the telephone number or name and telephone number. "Private status" prevents delivery of the telephone number or name and telephone number. Per Call Blocking is provided at no charge
- x. Call Identification Blocking-Per Line: Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Rates and charges are provided herein. Federal, State and Local Law Enforcement Agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

The certification form identifies the customer who is to receive Per Line Blocking at no charge and acknowledges that if a line is equipped with Per Line Blocking, that the telephone number and name will not be delivered to subscribers of Caller ID, including poison control centers, hospitals, medical centers and others who might use Caller ID to provide assistance. 911 is not affected. And, some subscribers of Caller ID Service may choose not to answer blocked calls

The customer acknowledges the understanding of the above. Further, the customer releases the Company from all claims and liability, including personal injury caused by its errors, omissions and operation or malfunction of Per Line Blocking service.

- xi. Caller Identification-Name and Number: Allows for the automatic delivery of a calling party's name and number to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number is displayed on customer provided equipment.
- xii. The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The

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Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes.

- xiii. Selective Call Ringing: A central office based service which provides a distinctive ringing pattern on incoming calls, using one individual access line.
- xiv. Speed Calling: Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than a complete telephone number. Customer may subscribe to only one of either the 8 Code capacity or 30 Code capacity on the same line.
- xv. Three Way Calling: Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.

c. Conditions

- i. Call Forwarding Services shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. Customers utilizing call forwarding services are responsible for the payment of charges for each toll call to the telephone to which the call is transferred.
- ii. Control of the number assignment on the shared speed call list associated with Group Intercom resides with the provider. The provider must have an access line in the same central office as their client for the purpose of controlling the speed call list. The access line will be restricted from dialing any toll calls billable to the end user.
- iii. Custom Calling Services will be provided in connection with individual line residence and business service. Custom Calling Services may not be available to PBX customers.

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d. Personal Safety Exception Form

Customer Certification: In order to provide a solution to your unique personal safety concerns, it is necessary for you to provide responses to the questions below.

What is the estimated interval of time that your personal safety concerns require "Per-Line" Blocking?

If you are requesting "Per-Line" Blocking for a telephone line other than your own, the responsible party must sign below.

CUSTOMER REQUESTING FREE PER LINE BLOCKING:

PRINT NAME: _____

SIGNATURE: _____

TELEPHONE NUMBER WHERE PER LINE BLOCKING WILL BE ASSIGNED:

CUSTOMER RESPONSIBLE FOR TELEPHONE ACCOUNT:

PRINT NAME: _____

ADDRESS: _____

SIGNATURE _____

If a line is equipped with "Per-Line" Blocking, the telephone number of that line will not be delivered to any subscribers of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with "Per-Line" blocking who need assistance. In addition, subscribers of Caller ID may choose not to answer blocked calls. THE CUSTOMER REPRESENTS THAT HE/SHE UNDERSTANDS THE ABOVE, AND THE CUSTOMER RELEASES _____ Company's Name _____ FROM ALL CLAIMS AND LIABILITY, INCLUDING PERSONAL INJURY, CAUSED BY ITS ERRORS, OMISSIONS AND THE OPERATION OR MALFUNCTION OF "PER-LINE" BLOCKING SERVICE.

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C. TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

1. Telephone Numbers

- a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
- b. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

2. Telephone Directories

- a. Directory Publication and Distribution
- b. The Company provides listing information to a third party that publishes and distributes directories.
- c. Where the Company does not publish a directory, the Customer will hold the company harmless for damages due to errors or omissions in directory listings.
- d. The Company will normally publish and distribute a directory annually containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories. The Company endeavors to correctly list customers, their telephone numbers and other information in the local telephone directory. No liability for damages arising from errors in or omissions of directory listings or listings obtained from Directory Assistance shall attach to the Company. In the case of additional or extra listings for which a charge is made, the Company's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.
- e. Where services are provided through a local resale/shared use supplier, the Company shall provide the resale/shared use supplier a directory in accordance with these Terms and Conditions. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users.

3. Directory Listings

- a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

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- b. The following options are available to Customers regarding to the alphabetic section of the white pages of the telephone directory for business or residence customers.
 - i. A Primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
 - 1) Listings will be limited to such information as is necessary for proper identification.
 - 2) The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
 - 3) The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
 - ii. Additional listings may be furnished with business or residence service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.
 - iii. An Alternate call listing refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
 - iv. A Foreign or nonsubscriber listing is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.
 - v. Unlisted Service indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.
 - vi. Non-Published is the omission of a customer's listing from both the telephone directory and directory assistance records.
 - 1) When Non-Published is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
 - 2) Charges will apply for Non-Published for customers having other listed service.

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- 3) The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.
- vii. The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.
- viii. See Section 5 for Rates for Directory Listings.

D. INFORMATION SERVICES AND CALLING RESTRICTIONS

A. Local Operator Services

- a. Customers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.

B. Conditions

- a. Local calls may be completed or billed with live or mechanical assistance by a third party under contract with the Company
- b. Calls may be billed collect to the called party, to an authorized third-party number, or to the originating line. Local calls may be placed on a station to station basis or to a specified party (Person-to-Person), or designated alternate.
- c. The following operator assisted calls are exempt from operator surcharges:
 - i. Calls to designated Company numbers for official Company business.
 - ii. Emergency calls to authorized civil agencies
 - iii. Operator dialed calls to:
 - 1) Re-establish a call which has been interrupted due to a service failure
 - 2) Establish a call where the Company service problems prevent completion
 - 3) Complete a call for a calling party who identifies that they are unable to call due to a disability

C. Rate

- a. See Part 5 for Rates for Local Operator Services

E. LOCAL DIRECTORY ASSISTANCE

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1. Customers can access local directory assistance by dialing “411” for assistance in determining a telephone number.
2. Conditions
 - a. A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
 - i. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
 - ii. In some cases, it may be possible to have the call completed without further dialing by the customer. An additional charge may be applied when call completion is authorized by the customer.
3. Rates
 - a. See Part 5 for Rates for Local Directory Assistance

F. TOLL BLOCKING SERVICE

1. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks.
2. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
 - a. Incoming calls are not restricted
3. Rates
 - a. Rates for Toll Blocking Service are as listed in Part 5, however, Toll blocking is available to Lifeline customers without charge.

G. INFORMATION SERVICE ACCESS BLOCKING

1. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.
 - a. Rates
 - b. Rates for Information Service Access Blocking Service are as listed in Part 5.
 - c. A customer shall not be charged for the first activation of information service access

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blocking. After this service has been established, subsequent unblocking and/or reblocking will be subject to all applicable charges.

H. OFF PREMISE EXTENSIONS

1. Service includes capability for extending standard Access Line service between premises.
 - a. Connections made between buildings on same Premises, may be made using customer owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of the Company's network.
 - b. Where offered, Connections between separate premises will be made by installing separate Basic Telephone Services at each location, and arranging them to work as a single service.
2. Conditions
 - a. The company may require a written customer acknowledgement regarding the information it is able to deliver related to any 911 calls location information.
3. Rates
 - a. See Part 5 for Rates for Off Premise Extensions

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A. BROADBAND SERVICE

1. Broadband Services include Broadband Internet Access provided to Residential and Business customers. Also called Internet service Fiber Service, Cable Modem, or DSL, these services are subject to limited regulation by the FCC.
2. Types of Services
 - a. Internet Access Services is provided on an as is basis. Internet Access Services are categorized as Symmetrical or Asymmetrical. Asymmetrical services are most common and provides downstream (from the internet) at greater bandwidth than upstream (to the Internet). Symmetrical service provides similar capacities in both directions. The Company does not guarantee that a customer will achieve speeds set forth at all times. The speeds the Company provides are at a “best effort” and are contingent on network factors.
 - b. The company may require purchase of voice services as a prerequisite to broadband internet access.
 - c. Ancillary Services available to broadband customers include
 - i. Email addresses
 - ii. Managed WiFi
 - iii. Static IP Address assignment
 - iv. Managed Antivirus
3. Acceptable Use Policy
 - a. Internet Access services are governed by the Company’s Acceptable Use Policy which is posted on its website at www.rptel.net.
4. Copyright Protection Notice
 - a. The Company will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act of 1998. A party wishing to register an allegation of copyright infringement by a Customer may file such allegation using the information on the Company’s website.
5. Network Performance
 - a. A description of network performance characteristics is available on our website at www.rptel.net

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- i. During certain peak usage times, the Company may limit data transfer speeds in a non-discriminatory fashion, which may slow the rate of streaming video or download speeds.
 - ii. The Company will not unreasonably discriminate in the transmission of lawful network traffic.
 - iii. The Company will not block access to lawful content or websites, applications, services, or non-harmful devices.
 - iv. The Company will keep accurate records of your service location(s), and may also measure usage characteristics.
 - v. The Company reserves the right to immediately disconnect or modify your service if Company determines, in its sole and absolute discretion that your use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of these Terms and Conditions.
 - vi. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of service, the Company may offer you a revised service agreement including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use.
 - vii. The Company reserves the right to protect its network from harm, which may impact legitimate data flows.
 - viii. The Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts Company's network or service levels.
6. Customer Initiated Speed Test Information
- a. A link for a Customer Initiated Speed Test is posted on its website at _____.
7. Rates
- a. For rates please see our website at www.rptel.net

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A. CABLE TELEVISION

1. Service includes video channels provided to Residential and Business customers. Also called CABLE TV or MVPD (Multi Program Video Distribution), these services are regulated by the FCC and a state or municipal franchising authority.
2. Franchising Authority
 - a. The franchising authority is either the local municipal or state government organization that issues the franchise. The authority regulates certain aspects of the cable television industry, mainly access to public rights of way.
 - b. Franchise fees are sometimes charged by the local municipal franchising authority to a cable service provider for the access to public rights of way.
 - c. The franchising authority also has limited jurisdiction over customer service, including complaints, signal quality and service requests.
3. Cable Service Provider Authority
 - a. With the exception of some rules that require service providers to carry certain local broadcast stations, all service providers decide which programming services to carry.
 - b. All rates for video service pay-per-view, video-on-demand, premium, equipment, installation and other service type charges are set by the service provider and are not regulated.
4. Types of Charges/Fees on Your Bill
 - a. Franchise - local municipal monthly charges for use of public right of way.
 - b. Retransmission – local broadcast station monthly charges for redistribution of their content.
 - c. Programming – all other channels monthly charges for distribution of their content.
 - d. Equipment Rental – service provider monthly charges for renting set top boxes, DVR, etc.
 - e. Taxes – all federal, state and local taxes as required by law.

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5. Rates

- a. Rates for Cable TV Services are listed. The company's website at www.rptel.net

6. Where to Ask Questions or File Complaints

- a. Contact the service provider for questions about customer service, billing, installations, outages, service requests and signal quality.
- b. Contact the local franchising authority if the service provider has not resolved your issue and you have complaints about customer service, pricing, installations, outages, service requests and signal quality.
- c. Contact the FCC at 1-888-225-5322 or send your inquiry to FCC, 445 12th Street, S.W., Washington, D.C. 20554 if you have questions or complaints about commercial limits for children's programming, indecency and obscenity, premise wiring and signal leakage.
- d. Note: Cable systems with 1,000 or more subscribers are required to maintain certain documents in a public inspection file. These documents include a political programming file; sponsorship identification; EEO reports; commercial records for children's programming; leased access requirements; proof-of-performance tests; and signal leakage and repair logs. These are available for public inspection and copying. In addition, systems must have a current copy of Part 76 of the Commission's rules, which cover cable television.

<u>Service</u>	<u>T&C Ref</u>	<u>Bill Code</u>	<u>NRC</u>	<u>Monthly</u>
Single party Residence	2-2			\$16.50
Single party Business	2-2			\$20.00
Service Order Charge (Res)	1-16		\$2.25	
Service Order Charge (Bus)	1-16		\$2.25	
Central Office Charge (Res)	1-16		\$8.00	
Central Office Charge (Bus)	1-16		\$8.00	
Trip Charge	1-16		\$47.50	
Labor Charge	1-16		\$95.00	
Wire Maintenance Plan	1-17		\$1.50	
Returned Check Charge	1-23		\$30.00	
Late Payment Charge	1-22		\$7.50	
Equipment Recovery Fee	1-12		Cost of Equipment	
Toll Blocking			NC	
Toll Blocking with 800 service	2-15		\$10.00	
Toll Blocking for Lifeline with 800 service	2-15		\$10.00	
Off Premise Extension Residential	2-17		\$16.50	
Off Premise Extension Business			\$20.00	

